2. General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

- 2. General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.2 Limitations (Cont'd)
 - (A) (Cont'd)
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (B) The provisioning, use, and restoration of services shall be in accordance with Part 64, Subpart D, paragraph 64.401 of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(C) Cont'd)

First-come first-served shall be based upon the received time and date stamped by the Telephone Company on customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

- 2. General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.3 Liability (Cont'd)
 - (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.
 - (E) The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff involving;
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;

- General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.3 Liability (Cont'd)
 - (E) (Cont'd)
 - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.
 - (F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
 - (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
 - (H) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

- General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for NSEP Services and the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.5 <u>Installation and Termination of Services Other Than</u> Interconnection

The services provided under this tariff (A) will include any entrance cable or drop wiring to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a mutually acceptable suitable location at a mutually agreeable customer-designated premises and (B) will be installed by the Telephone Company to such point of termination. Each Access Service has only one point of termination per customer premises. Any additional terminations beyond such point of termination are the sole responsibility of the customer. Moves of the point of termination at the customer's premises will be as set forth in 6.7.6 and 7.2.3 following.

For single unit premises the point of termination shall be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

For multiunit premises existing as of August 13, 1990, the point of termination shall be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices. Where there are multiple points of termination within the multiunit premises, the point of termination for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

- General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.5 <u>Installation and Termination of Services Other Than</u> Interconnection (Cont'd)

For multiunit premises in which wiring is installed after August 13, 1990, including additions, modifications and rearrangements of wiring existing prior to that date, the point of termination shall be placed at the minimum point of entry as determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices. The minimum point of entry shall be either the closest practicable point to where the wiring crosses a property line or the closest practicable point to where the wiring enters the multiunit building or buildings. If the Company did not elect to place the point of termination at the minimum point of entry, the multiunit premises owner shall determine the location of the point or points of termination. The multiunit premises owner shall determine whether there shall be a single point of termination for all customers or separate such locations for each customer, provided however, that where there are multiple points of termination within the multiunit premises, the point of termination for a customer shall not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

- General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.8 Refusal and Discontinuance of Service
 - (A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter.

- General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.8 Refusal and Discontinuance of Service (Cont'd)
 - (A) (Cont'd)

If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

(B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

- General Regulations (Cont'd)
 - 2.1 Undertaking of the Telephone Company (Cont'd)
 - 2.1.8 Refusal and Discontinuance of Service (Cont'd)
 - (C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.
 - (D) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.

General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine the notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services. All contingency plans will be in accordance with 2.1.2(B) preceding.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer 6 months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.13 Preemption of Service

In certain instances, i.e., no spare services are available, it may be necessary to preempt existing services to provision or restore NSEP Services. If, in its best judgement, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision NSEP TSP Service.
- (B) The services preempted have a lower or no assigned TSP priority.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

2.2 Use

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.1 Interference or Impairment (Cont'd)

(B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.

2.2.2 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2. <u>General Regulations</u> (Cont'd)

2.2 Use (Cont'd)

2.2.2 Unlawful and Abuse Use (Cont'd)

- (B) The Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.
- (C) In such instances when termination occurs, as in (B) preceding, the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services, other than Expanded Interconnection, under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

Space and power for service involving Expanded Interconnection shall be governed by the terms and conditions relating specifically to Expanded Interconnection. See Section 8.

General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.7 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.8 Claims and Demands for Damages (Cont'd)
 - (B) (Cont'd)
 - services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.
 - (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services. This will be done in accordance with 2.1.2(B) preceding.

2.3.10 Jurisdictional Report Requirements

(A) Jurisdictional Reports

The Percent of Interstate Use (PIU) factors described in (1) through (5) following are applied to usage-rated Carrier Common Line, Information Surcharge, Local Switching, Tandem-Switched Transport, and Residual Interconnection charges. Separate PIUs are required for flat-rated Entrance Facilities, Direct-Trunked Transport, and Multiplexers. A letter on file provided by the customer for reporting PIUs will be accepted by the Telephone Company. A consolidated PIU provided by the customer for all rate elements will also be accepted by the Telephone Company if the consolidated PIU is representative of the actual interstate use of the service. The customer reported PIU will be provided in a whole number (a number 0-100) to the Telephone Company.

(1) (a) When a customer orders Feature Group A and/or Feature Group B Switched Access Service, the customer shall, in its order, state the projected interstate percentage for interstate usage for each Feature Group A and/or Feature Group B Switched Access Service group ordered.

If the customer discontinues some but not all of the Feature Group A and/or Feature Group B Switched Access Services in a group, it shall provide the projected interstate percentage for such services which are discontinued.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (1) (Cont'd)
 - (b) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.
 - (c) The projected interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate until a revised report is received as set forth in (6) following.

- 2. General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (2) All single Feature Group A and B Switched Access Service usage and charges will be apportioned by the telephone Company between interstate and intrastate.

 The projected interstate percentage reported as set forth in 1(a) and 1(b) preceding will be used to make such apportionment.
 - (3) For multiple hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Feature Group A and/or Feature Group B Switched Access Service(s) information reported as set forth in (1) preceding will be used to determine the charges as follows:

For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (4) When a customer orders Feature Group C or Feature Group D Switched Access Service(s), unless the Telephone Company can determine the jurisdiction from the call detail, the customer will provide the projected interstate percentage for interstate usage for each end office group in its order. In the event the Telephone Company needs to project the interstate percentage, it will be determined as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group C or Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (4) (Cont'd)

When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. This percentage shall be used by the Telephone Company as the interstate percentage for such call detail. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (5) Except where Telephone Company measured access minutes are used as set forth in (4) preceding, the customer reported interstate percentage of use as set forth in (1) or (4) preceding will be used until the customer reports a different projected interstate percentage for an in service end office group. When the customer adds BHMC lines or trunks to an existing end office group, the customer shall furnish a projected interstate percentage that applies to the added BHMC, lines or trunks. When the customer discontinues BHMC, lines or trunks from an existing group, the customer shall furnish a projected interstate percentage for the discontinued BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The customer shall update the interstate and intrastate jurisdictional report on a quarterly basis. The customer shall forward to the Company a revised report, to be received no later than fifteen (15) days after the first of January, April, July and October. The revised report shall show the interstate percentage for the most current data available for each service arranged for interstate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15, the last month of data should be no earlier than October 31). The updated interstate percentage shall be based on call detail records. The interstate percentage can be based on a statistically valid sample. The percent interstate use reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for the next three months billing beginning in February, May, August and November, respectively.

- 2. General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (5) (Cont'd)

Additionally, where the customer utilizes FGA Switched Access Service for calls between a Primary Exchange Carrier and a Secondary Exchange Carrier within the same Extended Area Service calling area, and/or Feature Group B Switched Access Service for calls between a Primary Exchange Carrier's access tandem and a subtending Secondary Exchange Carrier, where the Primary and Secondary Exchange Carriers are not the same Telephone Company and do not provide service under the same access service tariff, a copy of the revised report will be provided by the customer to each Secondary Exchange Carrier. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service.

The customer is required to provide quarterly updates to the jurisdictional reports. Upon receipt by the Company, the updated report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. However, delayed charges will be billed utilizing the interstate percentage that was in effect at the time the charges were incurred.

When the quarterly reports are not supplied by the customer, the following steps, as set forth in (a) through (e) following, will be taken by the Company.

(a) If the customer does not supply the reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service as set forth in (1) through (4) preceding.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 <u>Jurisdictional Report Requirements</u> (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (5) (Cont'd)
 - (b) If no report is received by the date specified, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting an updated interstate percentage within thirty (30) days and reminding them that if no report is received, the procedures set forth in (c), following, will begin.
 - (c) If no report is received within thirty (30) days, the Company will designate a fifty percent (50%) interstate percentage beginning with the next billing period. This interstate percentage will be applied until an updated PIU report is submitted or until the provisions set forth in (d) or (e) following are met. The Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary, as described in 2.3.10(B)(1)(i), following, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 <u>Jurisdictional Report Requirements</u> (Cont'd)
 - (A) Jurisdictional Reports (Cont'd)
 - (5) (Cont'd)
 - (d) Upon receipt of the customer's work papers and summary, the Company will begin using the interstate percentage derived from the work papers and summary with the next billing period and will review the work papers and summary submitted within thirty (30) days from receipt of the information.
 - (e) If after review of the information, it is determined that a billing dispute exists, the Company will continue to use the derived interstate percentage and begin audit procedures as set forth in 2.3.10(B)(1), following.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Report Dispute and Auditing Procedures

If a billing dispute arises concerning the projected interstate percentage the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in (1) and (2), following.

(1) Switched Access Services

- (a) If the Company questions the information provided by the customer in 2.3.10(A)(5), preceding, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.
- (b) If no response is received from the customer, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in (i), following, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- (c) If the customer submits the work papers and summary as requested in (b), the Company will review this information within thirty (30) days after receipt of the customer's information.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (B) Jurisdictional Report Dispute and Auditing Procedures (Cont'd)
 - (1) Switched Access (Cont'd)
 - (d) If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using the percentage with the next billing period.
 - (e) If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in (g), following.
 - (f) If no response is received from the customer, the Company will begin the auditing procedures as set forth in (g), following, and notify the Commission.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 <u>Jurisdictional Report Requirements</u> (Cont'd)
 - (B) <u>Jurisdictional Report Dispute and Auditing Procedures</u> (Cont'd)
 - (1) Switched Access (Cont'd)
 - (g) When jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
 - If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
 - The customer may select an independent CPA auditing firm and pay all audit expenses.
 - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all audit expenses.
 - (h) The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to 2.3.10(A)(5), preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 <u>Jurisdictional Report Requirements</u> (Cont'd)
 - (B) <u>Jurisdictional Report Dispute and Auditing Procedures</u> (Cont'd)
 - (1) Switched Access (Cont'd)
 - (i) The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve month period which statistically substantiates each interstate percentage provided to the Company as set forth in 2.3.10(A)(5), preceding. This summary at a minimum shall include month, year, state, traffic type (e.g., originating, terminating, 500, 800, 900, etc.) and service type.
 - (j) If the customer does not provide the work papers and/or summary in accordance with the provisions set forth in this tariff or if a billing dispute is not resolved from the submission of such work papers, the Company shall request the actual call detail records or a statistically valid sample of such records, as set forth in 2.3.10(A)(5), preceding, on a prospective basis, not to exceed a consecutive three (3) month period. The actual call detail records will be used to statistically substantiate the interstate percentage provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i.e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (B) <u>Jurisdictional Report Dispute and Auditing Procedures</u> (Cont'd)
 - (2) Special Access

For Special Access Service and Access Service Billing (as described in 13.3.3), the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage if a billing dispute arises or a regulatory commission questions the customer-provided interstate percentage. The customer shall supply the data within thirty (30) days of the Company request. The Company will not request such data more than once a year. The customer shall keep records of system design and functions from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

(3) Jurisdictional Report Proprietary Information

The data the customer provides to the Company to support their interstate percentage is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 <u>Jurisdictional Report Requirements</u> (Cont'd)
 - (B) <u>Jurisdictional Report Dispute and Auditing Procedures</u> (Cont'd)
 - (4) Contested Audits (Cont'd)

When a jurisdictional audit is conducted by the Company or an independent Certified Public Accountant (CPA) auditing firm selected by the Company, the audit results will be furnished to the customer by certified U.S. Mail (return receipt requested). The customer may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the Company within fifteen (15) calendar days from the date the audit report is furnished to the customer by certified U.S. Mail (return receipt requested). When a jurisdictional audit is conducted by an independent Certified Public Accountant (CPA) auditing firm selected by the customer, the audit results will be furnished to the Company by certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested) to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Company by certified U.S. Mail (return receipt requested).

Contested audits will be resolved by the Company and the customer within thirty (30) days of written notification, or a neutral arbitrator will be mutually agreed upon by the Company and the customer. During the initial thirty (30) day resolution period, the company and the customer will review the audit process and the data used to calculate the PIU percentage in an attempt to resolve the dispute. Should the Company and the customer resolve the dispute on the PIU percentage, a neutral arbitrator would not be warranted.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (B) <u>Jurisdictional Report Dispute and Auditing Procedures</u> (Cont'd)
 - (4) Contested Audits (Cont'd)

Contested audits will be resolved by a neutral arbitrator mutually agreed upon by the Company and the customer. The arbitration hearing will be conducted in Lincoln, Nebraska or a location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding, including the decision rendered, shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to the Uniform Arbitration Act, as adopted in that state.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (B) <u>Jurisdictional Report Dispute and Auditing Procedures</u> (Cont'd)
 - (4) Contested Audits (Cont'd)

If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than the PIU percentages proposed by both parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than the PIU percentage proposed by both parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages proposed by the parties, then the parties shall each pay one-half of the arbitration costs.

Absent written notification, within the timeframe as set forth preceding, audit results cannot be contested and the Company will adjust the customer's PIU percentage based upon the audit results as set forth in 2.3.10(B)(1)(h), preceding.

- General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - 2.3.10 Jurisdictional Report Requirements (Cont'd)
 - (C) When an 8XX Data Base query, as described in 6.1.2(C)(2) following, is performed to determine carrier selection, and the associated Switched Access service is provided in whole or in part by the Company, the Percentage for Interstate Use (PIU) for the query will be the same as that of the Switched Access service, as described in (4) preceding.

When a customer's 8XX Data Base queries include one or more vertical service features, as described in 6.1.2(C)(2) following, the customer shall provide the Company with the proportion of the vertical service queries which is to be provided for interstate use. A PIU should be provided for each Service Switching Point (SSP) from which 8XX vertical service queries may originate.

General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10 (A) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.10 preceding

2.3.12 Media Stimulated Mass Calling Notification

When Switched Access Service is used to provide Media Stimulated Mass Calling, notification shall be sent to the Telephone Company as prescribed in 6.6.1(C) following.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.13 <u>Certification of Special Access Services (Lines) As</u> Interstate

(A) Interstate Classification Requirement

Pursuant to Federal Communications Commission Order FCC 89-224 adopted June 29, 1989, and released July 20, 1989, Special Access Lines are to be classified as interstate when the services carry more than a de minimis amount of interstate traffic. Interstate traffic is deemed de minimis when the interstate traffic amounts to ten percent (10%) or less of the total traffic on a Special Access Line.

(B) Certification Requirement

When a customer orders a Special Access Line, the customer shall certify, in its order, that the Special Access Line carries interstate traffic and the interstate traffic is more than ten percent (10%) of the total traffic carried on the Special Access Line.

(C) Verification Information

If a billing dispute arises or a regulatory commission questions the interstate certification for a Special Access Line, the Telephone Company will ask the customer to provide the general information on system design and functionality it uses to determine that the Special Access Line interstate traffic is more than ten percent (10%) of the total traffic carried on the Special Access Line. If the customer has usage information or usage studies which it uses to verify the interstate traffic, the customer shall supply the studies when requested by the Telephone Company. The customer shall supply the data within 30 days of the Telephone Company request.

- 2. General Regulations (Cont'd)
 - 2.3 Obligations of the Customer (Cont'd)
 - - (D) Certification of Existing Lines

Special Access Lines classified as interstate prior to May 1, 1990, will be certified. Users of interstate Special Access Lines will be instructed to inform the Telephone Company no later than 90 days from May 1, 1990, which special access lines classified as interstate do not carry a de minimis amount of interstate traffic and to certify that all other Special Access Lines carry a de minimis amount of interstate traffic.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances
 - 2.4.1 Payment of Rates, Charges and Deposits
 - (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (A) (Cont'd)

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B)(3)(b)(i)or in (B)(3)(b)(ii), whichever is lower. The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage, additional bill copies, and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- 2. General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (B) (Cont'd)
 - (1) For End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each end user account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.
 - (2) For Service other than End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (B) (Cont'd)
 - (2) (Cont'd)
 - bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.
 - (3) (a) All bills dated as set forth in (2) preceding for service, other than End User Service and Presubscription Service, provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Martin Luther King, Jr. Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

- 2. General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (B) (Cont'd)
 - (3) (Cont'd)
 - (b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
 - (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the IC actually makes the payment to the Telephone Company, or
 - (ii) 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

- 2. General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (B) (Cont'd)
 - (3) (Cont'd)
 - (c) Billing Disputes Resolved in Favor of the Telephone Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (b) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

 $\begin{array}{c} \text{(d)} \quad \underline{\text{Billing Disputes Resolved in Favor of the}} \\ \text{Customer} \end{array}$

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund the overpayment. In addition, the Telephone Company will pay penalty interest to the customer. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, which ever is later. The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

(i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or

- 2. General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Rates, Charges and Deposits (Cont'd)
 - (B) (Cont'd)
 - (3)(d)(Cont'd)
 - (ii) 0.000590 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.
 - (C) When a payment for Access Service charges billed under this tariff is due to the Telephone Company from the customer as set forth in (B)(3)(a) preceding on the same payment date that a Purchase of Accounts Receivable net purchase amount is due to the customer from the Telephone Company, the Telephone Company may, with at least 31 days notice to the customer, net the payment for customer Access Service Charges with the net purchase amount. Telephone Company will pay the net amount to the customer in funds which are immediately available on the payment date when such net amount is due to the customer or require the customer to pay to the Telephone Company in funds which are immediately available the net amount when such net amount is due to the Telephone Company. If either party does not make the payment on the payment date, a late payment penalty as set forth in (B)(3)(b) preceding applies.
 - (D) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request, furnish such detailed information as may reasonably be required for verification of any bill. When a customer requires information related and necessary to verify bills for any and all services, such information will be available upon request without charge and within a reasonable period, in any event no later than the number of days in a normal billing period.

General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (E) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (F) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each copy of the bill as set forth in 13.3.3 following.

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(B), 8. and 13.4.2 following and those usage-rated services set forth in Section 6 following.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in 12. following, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff, when the service is preempted as a result of invoking NSEP treatment, or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

For purposes of administering the following regulations a major fraction shall mean more than half of the incremental credit period using the unit of time in which the service interruption is measured, i.e., 30 seconds, 1 minute, 1 hour. For example a major fraction for a 30 minute period equals 16 minutes for a 24 hour period equals 12 hours and one minute and for a 5 minute period equals 2 minutes and 31 seconds.

- 2. General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 Credit Allowance for Service Interruptions (Cont'd)
 - (B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

(1) For Special Access Services other than Program Audio and Video Services and for flat-rated Switched Access Service rate elements, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

The monthly charges used to determine the credit shall be as follows:

(a) For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 <u>Credit Allowance for Service Interruptions</u> (Cont'd)
 - (B) When a Credit Allowance Applies (Cont'd)
 - (1) (Cont'd)
 - (b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).
 - (C) For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage, entrance facility, directtrunked transport, and optional features and functions, including the multiplexer on the facility to the hub, and the channel terminations, channel mileages and optional features and functions on the individual services from the hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a customer premises (i.e., channel termination, channel mileage, direct-trunked transport, and optional features and functions).

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 <u>Credit Allowance for Service Interruptions</u> (Cont'd)
 - (B) When a Credit Allowance Applies (Cont'd)
 - (1) (Cont'd)
 - (d) For flat-rated Switched Access Service rate elements, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., Entrance Facility, Direct-Trunked Transport and Multiplexing).

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 Credit Allowance for Service Interruptions (Cont'd)
 - (B) When a Credit Allowance Applies (Cont'd)
 - (2) For Program Audio and Video Special Access Services, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:
 - (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
 - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
 - (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for each channel termination, channel mileage and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
 - (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for channel termination, channel mileage and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 <u>Credit Allowance for Service Interruptions</u> (Cont'd)
 - (B) When a Credit Allowance Applies (Cont'd)
 - (2) (Cont'd)
 - (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
 - (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 Credit Allowance for Service Interruptions (Cont'd)
 - (B) When a Credit Allowance Applies (Cont'd)
 - (3) For Switched Access Service usage-rated elements and Directory Assistance Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the monthly rates, or the assumed minutes of use charge, whichever is applicable to the service involved, for each period of 24 hours or major fraction, as specified in 2.4.4 (A) preceding, that the interruption continues.
 - (4) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate or assumed minutes of use whichever is applicable for the service interrupted in any one monthly billing period.
 - (5) For certain Special Access services (Digital Data Access, D1-D6, and High Capacity, HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.
 - (6) Service interruptions for Specialized Services or Arrangements provided under the provisions of 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 <u>Credit Allowance for Service Interruptions</u> (Cont'd)
 - (C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in ALIANT COMMUNICATIONS CO. TARIFF F.C.C. No. 3 for SPECIAL CONSTRUCTION. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents or in the instance of preemption under NSEP treatment as set forth in 2.1.13 preceding, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.6 Title or Ownership Rights

(A) The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.7 Access Services Provided By More Than One Telephone Company

(A) When an Access Service is provided by more than one Telephone Company, the Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (1) and (2) following based upon the interconnection arrangements between the Telephone Companies, the availability of measurement capability and the type of service provided. The Telephone Company shall provide notice in writing 30 days in advance of any changes to these billing methods. For Feature Group A the single company billing method would apply and for Feature Groups B, C, and D and Special Access Service, the multiple company billing method applies.

The billing methods for FGA, FGB, FGC, FGD, and Special Access will be in accordance with the MECAB and MECOD standards accepted by the Commission in the FCC Order in CC Docket No. 87-579, Phase II, dated September 28, 1988.

The customer will place the order for the service as set forth in 5.2.8 dependent upon the billing method. The Telephone Company receiving the order or copy of the order from the customer will be responsible for billing the customer.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)
 - (A) (Cont'd)
 - (1) Single Company Billing:
 - (a) The Telephone Company receiving the order from the customer, as specified in 5.2.8(A)(1), will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access Services tariff. All other telephone companies are precluded from billing for the service.
 - (2) Multiple Company (Interconnection Point) Billing:
 - (a) Each Telephone Company receiving an order or copy of the order from the customer, as specified in 5.2.8(A)(2) following will determine the applicable charges for the portion of the service it provides and bill in accordance with its Access Services tariff as follows:
 - (i) Determine the appropriate Local Transport or Channel Mileage by computing the number of airline miles between the Telephone Company premises (end office, access tandem or serving wire centers for Switched Access or serving wire centers for Special Access) using the V & H method set forth in 6.7.12 and 7.2.4.
 - (ii) Determine the billing percentage
 (BP), as set forth in EXCHANGE
 CARRIER ASSOCIATION TARIFF F.C.C.
 NO. 4, which represents the
 portion of the service provided by
 each Telephone Company;

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)
 - (A) (Cont'd)
 - (2) (Cont'd)
 - (a) (Cont'd)
 - (iii) For Feature Groups B, C and D Tandem-Switched Transport:
 - multiply the number of originating and terminating access minutes of use routed over the facility times the number of airline miles, as set forth in (i) preceding, times the BP for each Telephone Company, as set forth in (ii) preceding, times the Tandem-Switched Facility rate.
 - multiply the Tandem-Switched
 Termination rate times the number
 of originating and terminating
 access minutes routed over the
 facility, then divide by 2.
 - multiply the Tandem-Switching Charge rate times the number of originating and terminating access minutes that are switched at the tandem.

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)
 - (A) (Cont'd)
 - (2) (Cont'd)
 - (a) (Cont'd)
 - (iv) For Feature Groups B, C and D Direct-Trunked Transport:
 - multiply the number of airline miles, as set forth in (i) preceding, times the BP for each Telephone Company, as set forth in (ii) preceding, times the Direct-Trunked Facility rate.
 - The Direct-Trunked Termination rate is applied as set forth in 6.8.1 following. (Note: The BP is not applied to the Switched Access Direct-Trunked Termination rate.)

- General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)
 - (A) (Cont'd)
 - (2) (Cont'd)
 - (a) (Cont'd)
 - (v) For Feature Groups B, C and D:
 - multiply the Residual Interconnection Charge (RIC) rate times the number of originating and terminating access minutes that are switched at the end office. The company that owns the end office is the only company that bills the RIC.
 - The Entrance Facility rate and the Multiplexing rate are applied as set forth in 6.8.1 following.
 - The Billing Percentage (BP) is not applicable to the Residual Inter-connection Charge, Entrance Facility or Multiplexing.

- 2. General Regulations (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - Access Services Provided by More Than One Telephone Company 2.4.7 (Cont'd)
 - (A) (Cont'd)
 - (2) (Cont'd)
 - (a) (Cont'd)
 - (vi) For Special Access using BP method, multiply the number of airline miles, as set forth in (i) preceding, times the BP for each Telephone Company, as set forth in (ii) preceding, times the Channel Mileage Facility rate. Add the Channel Mileage Termination rate.
 - (vii) If in any instance three or more Telephone Companies are involved in providing an Access Service, the intermediate Telephone Company(s) will determine the appropriate charges as set forth in (iii) through (vi) preceding, except the Channel Mileage Termination rate does not apply at the intermediate Telephone Company(s) offices.
 - (b) Nonrecurring charges associated with rate elements subject to billing percentages, or to any other methods of division to reflect meet point billing, will be divided among the Telephone Company(s) involved in an analogous manner.
 - All other appropriate recurring and nonrecurring charges in each Telephone Company's tariff are applicable.

General Regulations (Cont'd)

2.5 Connections

2.5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched and Special Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

2.5.2 Standard Access Service Connections

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof. Special Access Service connections are made directly or through a Telephone Company Hub where bridging, multiplexing or Network Reconfiguration Service functions are performed. These connections can either be analog or digital.

2.5.3 Expanded Interconnection

The term "Expanded Interconnection" denotes the provision, to a customer, of space and associated requirements such as power and environmental conditioning within a Telephone Company serving wire center to locate certain basic transmission facilities and equipment. These facilities and equipment may be fiber optic or (where feasible) microwave based. Expanded Interconnection also provides a connection (the Cross-connect) to certain Telephone Company provided services.

Expanded Interconnection will be provided subject to the regulations, rates and charges set forth in Section 8, following.

(C)

(C)

ACCESS SERVICE

2. General Regulations

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 950-0XXX, 950-1XXX, or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Alternate Tandem Switching Provider (ATSP)

The term "Alternate Tandem Switching Provider (ATSP)" denotes any interested third party opting to receive CIC and OZZ Signaling Information from the Telephone Company equal access end office(s) so that this third party can offer tandem switching functions.

Issued: September 16, 1998 Effective: October 1, 1998

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Asymmetrical Digital Subscriber Line (ADSL)

(N)

The term "Asymmetrical Digital Subscriber Line" denotes a service that is designed to provide high bandwidth services over the existing copper distribution network.

(N)

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Authorized Billing Agent

The term "Authorized Billing Agent" denotes the third party hired by a telecommunications service provider to perform billing and collection services for the telecommunications service provider.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Billing Name and Address

The term "Billing Name and Address" denotes the name and address provided to a local exchange company by each of its local exchange customers to which the local exchange company directs bills for its services.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Issued: March 19, 1999 Effective: April 3, 1999

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown under the Issuing Carrier's name listed on Title Pages 2 through 66 preceding.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Cable Space

The term "Cable Space" denotes any passage or opening in, on, under, over or through the serving wire center cable support structure (e.g., electrical metallic tubing, cable vault or alternate splicing chamber, riser support structure, cable runway, etc.) required to bring fiber optic cable to a multiplexing node under Expanded Interconnection.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Carrier Identification Code (CIC)

The term "Carrier Identification Code (CIC)" denotes the caller's interexchange carrier to which the traffic should be directed.

Carrier or Common Carrier

See Interexchange Carrier

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Equipment Technician

The term "Central Office Equipment Technician" denotes a Telephone Company employee who performs installation and/or repair work including testing and trouble isolation, within the Telephone Company Central Office. Included in this category would be Toll Radio Technician, Test Technician, and Toll Terminal Technician.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Coin Station

The term "Coin Station" denotes a location where Telephone Company equipment is provided in a public or semipublic place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Collect Call

The term "Collect Call" denotes a call for which the calling party requests the interexchange carrier to bill the call to the called party's line number.

Collocation Space

The term "Collocation Space" describes the area in a Telephone Company serving wire center set aside for the exclusive use of an Interconnector purchasing Expanded Interconnection. This space may be enclosed by a wall or cage. Only multiplexing or transmission equipment shall be placed in this space. See Multiplexing Node.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Conduit Space

The term "Conduit Space" denotes any reinforced passage or opening in, on, under, over or through the ground between the feeder route conduit system (interconnection point, e.g., a manhole) and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; sub-duct; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations; required to bring the Interconnector provided fiber optic cable into the Telephone Company serving wire center under Expanded Interconnection.

Cross-connect

The term "Cross-connect" denotes the connection between the Interconnector's multiplexing node and other tariffed access services of the Telephone Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users. See "Interconnector."

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Customer Message

The term "Customer Message" used herein for Feature Group A Switched Access Service denotes a completed call over an interstate Feature Group A Switched Access Service. A completed call includes both completed calls originated to and terminated from a Feature Group A Switched Access Service. A customer message begins in the originating direction when the off-hook supervision provided by the premise of the ordering customer is received by Telephone Company recording equipment. A customer message begins in the terminating direction when answer supervision is received by Telephone Company recording equipment indicating the called party has answered. A customer message ends in the originating direction when disconnect supervision is received by Telephone Company recording equipment from the premise of the ordering customer. A customer message ends in the terminating direction when disconnect supervision is received by Telephone Company recording equipment from either the premise of the ordering customer or the called party.

The term "Customer Message" used herein for Feature Group C and D Switched Access Service denotes a completed interstate call originated by a customer's end user. A customer message begins when answer supervision from the premise of the ordering customer is received by Telephone Company recording equipment indicating that the called party has answered. A message ends when disconnect supervision is received by Telephone Company recording equipment from either the premise of the ordering customer or the customer's end user premise from which the call originated.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Customer of Record

The term "Customer of Record" denotes the entity who is ultimately responsible for all aspects of the service.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Density Pricing Zone

The term "Density Pricing Zone" denotes the group of serving wire centers to which a serving wire center has been assigned for traffic density-related pricing of specific access services. Serving wire centers are assigned to a zone based upon traffic density. The rate for a specific service may differ between zones.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Digital Switched 56 Service

A switched access optional feature available with Feature Group D Access, which provides for data transmission at up to 56 Kilobits per second.

Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer by dialing NPA + 555-1212 or 555-1212.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Directory Assistance Location (Interstate)

The term "Directory Assistance Location" denotes a Telephone Company office where telephone company equipment first receives the Directory Assistance call from the customer's end user and selects the first operator position to respond to the Directory Assistance call.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center (SWC) to the end office (EO) or from the SWC to the access tandem on circuits dedicated to the use of a single customer without switching at the tandem.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

8XX

The term "8XX" denotes the toll free Service Access Codes (SAC). Along with the current toll free 800 and 888 SAC, 822, 833, 844, 855, 866 and 877 SACs have been reserved by the telecommunications industry for the expansion of toll free access service.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a Host Central Office in a different wire center.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entrance Facilities

The term "Entrance Facilities" denotes Switched Access Service dedicated transport from the customer's point of demarcation to the serving wire center.

Entry Switch

See First Point of Switching

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)]

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Telephone Company's tandem switch to mark the Carrier Connect Time when the Telephone Company's tandem switch sends an Initial Address Message to an interexchange customer.

Expanded Interconnection Service

The term "Expanded Interconnection Service" denotes the provision of space in Telephone Company manholes, conduits, cable vault, risers, cable runways, and serving wire centers to an interconnector for the express purpose of providing a fiber optic or microwave (where feasible) connection within the Telephone Company serving wire center between Telephone Company provided Access Services and Interconnector provided facilities and equipment.

Expanded Interconnection Service Interconnection Point

The term "Expanded Interconnection Service Interconnection Point" denotes the point at which an Interconnector's facilities enter the Telephone Company's facilities. For underground conduit this would be the manhole nearest the office. For microwave facilities (if feasible) this would be the point at which an antenna would be mounted along with the associated waveguide equipment. For all other facilities to serving wire centers, this shall be a point immediately adjacent to the serving wire center determined by the Telephone Company.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

(See Definition of Exchange.)

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Field Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Floor Space

The term "Floor Space" denotes an area in a Telephone Company serving wire center set aside for the exclusive use of an Interconnector purchasing Expanded Interconnection. See "Multiplexing Node."

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Central Office

The term "Host Central Office" denotes an electronic switching unit containing the central call processing functions which service the Host Central Office and its Remote Switching Systems or Remote Switching Modules.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Hub Location

The term "Hub Location" denotes a Telephone Company designated serving Wire Center at which bridging or multiplexing functions are performed.

Hunt Group Arrangement

The term "Hunt Group Arrangement" denotes the ability to sequentially access one of two or more line side connections in the originating direction, when the access code of the line group is dialed.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Telephone Company Central Office and generally at the customer's designated premises. Included in this category would be Toll Radio Tech., Special Services Tech., Teletype Tech., and Combination Tech.

Interconnection Point

See Expanded Interconnection Service Interconnection Point; See Multiple Company Interconnection Point.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Interconnector

The term "Interconnector" denotes any customer of the Telephone Company who purchases Expanded Interconnection Service (EIS) and provides fiber optic or microwave facilities through a Telephone Company interconnection point for connection to Interconnector owned or leased equipment located in the Telephone Company's Serving wire center.

Interconnector's Facilities

The term "Interconnector's Facilities" denotes the telecommunications fiber optic cables, equipment and microwave equipment owned or leased by the Interconnector, whether installed by the Telephone Company or the Interconnector, for the sole use of the Interconnector in connection with equipment installed within its multiplexing node.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by state regulatory commission as provided by the laws of the state involved.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a Telephone Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Manhole

The term "Manhole" denotes an underground enclosure where conduit(s) are terminated and which provides ready access to conduit system.

Media Stimulated Mass Calling Events

The term "Media Stimulated Mass Calling Events" denotes the use of Switched Access Service for calls to 800, 900, etc. telephone numbers in response to television and radio advertising for which a substantial call volume is anticipated during a short period of time. Media stimulated mass calling is highly peaked and often used in conjunction with call counting services for public opinion polls, marketing surveys, etc.

Meet Point

See Multiple Company Interconnection Point.

Message

The term "Message" denotes a "call" as defined preceding.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Telephone Company end office.

Multifrequency (MF) Address Signaling

The term "Multifrequency (MF) Address Signaling" denotes a signaling method in which a combination of two out of six voiceband frequencies are used to represent a digit or a control signal.

Multiple Company Interconnection Point

The term "Multiple Company Interconnection Point" denotes a point in the Telephone Company's territory where its facilities meet and connect with the facilities of another telephone company. This point is used in determining the Billing Percentages for access service.

Multiplexing Node

The term "Multiplexing Node" denotes the area in a Telephone Company serving wire center set aside for the exclusive use of an Interconnector purchasing Physical Collocation Expanded Interconnection Service. This space may be enclosed by a wall or cage. The sole purpose of this multiplexing node is to allow the Interconnector to install, maintain, and operate only basic multiplexing or transmission equipment owned or leased by the Interconnector. The Telephone Company shall permit the Interconnector to connect fiber optic or microwave (where feasible) facilities to such Interconnector owned equipment within the multiplexing node. The size and dimensions of the multiplexing node shall be designated by the Telephone Company, as conditions permit. A good faith effort shall be made to accommodate specific requirements of the Interconnector.

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ACCESS SERVICE

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

National Security Emergency Preparedness (NSEP) Services

The term "National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crises (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Non-Primary Residential Line

The following definition applies through December 31, 1998:

The term "Non-Primary Residential Line" denotes any residential subscriber line(s) that are in addition to a Primary Residential Line associated with a unique customer account at a single premise.

The following definition applies after January 1, 1999:

The term "Non-Primary Residential Line" denotes any residential subscriber line(s) that are in addition to a Primary Residential Line at the same service location. The Non-Primary rate will be assessed on all Non-Primary Residential Lines.

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

NSEP Treatment

The term "NSEP Treatment" denotes the provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

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ACCESS SERVICE

2. <u>General Regulations</u> (Cont'd)

2.6 Definitions (Cont'd)

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-Hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

OZZ Digits

The term "OZZ Digits" denotes the domestic call type (e.g., 1+), and thus the specific trunk group onto which a particular call should be routed.

Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semipublic telephones, and coinless telephones.

Permanent Virtual Circuit (PVC)

The term "Permanent Virtual Circuit" denotes a virtual circuit that provides the equivalent of a dedicated private line service.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Physical Collocation

The term "Physical Collocation" denotes the provision of an area in a Telephone Company serving wire center that is dedicated to the use of an Interconnector. Physical Collocation allows the Interconnector to install and maintain its own transmission facilities (fiber optic or microwave), and multiplexing equipment. Connection to other services of the Telephone Company is made through a cross-connect.

Issued: March 19, 1999 Effective: April 3, 1999

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Primary Residential Line

The following definition applies through December 31, 1998:

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The term "Primary Residential Line" denotes a residential subscriber line associated with a unique customer account at a single premise, which constitutes any, or all, of the following: the only subscriber line, the first installed subscriber line, and the subscriber line designated by a new customer account through the service ordering process.

The following definition applies after January 1, 1999:

(N)

The term "Primary Residential Line" denotes a residential subscriber line associated with a unique service location, which constitutes any, or all, of the following: the only subscriber line and the first installed subscriber line. The Primary rate is assessed on Primary Residential Lines.

(N)

Query

The term "Query" denotes the inquiry to a data base to obtain information, processing instructions or service data.

Rate Zone

See Density Pricing Zone.

Release Message

The term "Release Message" denotes an SS7 Message sent in either direction to indicate that a specific circuit is being released.

Remote Switching Modules

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to an IC.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Return Loss (M)

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Service Access Code SAC

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 500, 700, 800 and 900 codes.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the Customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Access service requested by the customer.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Short Circuit Test Line

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The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

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Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes transport from the serving wire center (SWC) to the end office (EO) or from the tandem to the EO that is switched at a tandem switch. Tandem-switched transport between a SWC and an EO consists of circuits dedicated to the use of a single customer from the SWC to the tandem (although this dedicated link will not exist if the SWC and the tandem are located in the same place) and circuits used in common by multiple customers from the tandem to the EO.

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" or "TSP System" or "NSEP TSP System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) of NSEP Services.

General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Telecommunications Service Provider

The term "Telecommunications Service Provider" denotes interexchange carriers, operator service providers, enhanced service providers, and any other providers of telecommunications services.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premise to an End User Premise.

Third Party Call

The term "Third Party Call" denotes a call for which the calling party requests the interexchange carrier to bill the call to the line number of the third party.

2. General Regulation (Cont'd)

2.6 Definitions (Cont'd)

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

Uniform Service Order Code

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

V and H Coordinates Method

The term "V and H coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Virtual Collocation

The term "Virtual Collocation" denotes the interconnection, at a specified Expanded Interconnection Service Interconnection Point, of Interconnector owned or leased fiber optic or microwave (where feasible) facilities to equipment specified by the Interconnector. The Telephone Company shall purchase, own, install and maintain this equipment to the same standards as its own equipment. The Interconnector shall fully compensate the Telephone Company for such purchase, ownership, installation and maintenance. Connection to other services of the Telephone Company is made through a Cross-connect.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.